Part 1 Exhibit C

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 83 UUN LN4159 K3

CHANGE NUMBER: 009

Policy Change Effective Date: 06/20/16

Named Insured: THE SECOND CITY, INC.

SEE IH1204

Producer's Name:

ALPER SERVICES LLC

Pro Rata Factor:

.164

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

NO PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE.

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

IH12011185 LOSS PAYEE(S)

Countersigned by (Where required by law)

Sugar S. Castaneda

07/04/16

Authorized Representative located these docume Pate in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

Form HM 12 01 01 07T

CHANGE NUMBER: 009



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LOSS PAYEE (S)

PROPERTY CHOICE COVERAGE PART

CIT FINANCE LLC
P.O. BOX 979220, MIAMI FL 33157
FAX: (305) 964-2341
EMAIL: LISC@ASSURANT.COM
ITEM DESCRIPTION: 4 XEROX 6400' S/1 XEROX 560/1X XEROX 7125 VALUED@
96,415.44
RE: LOC #001

PRODUCT PRODUCTIONS
1850 W. HUBBARD
CHICAGO, IL 60622
ITEM DESCRIPTION: LEASED AUDIO EQUIPMENT VALUE AT \$7,500
IRON KNIFE FILMS LTD., AS LOSS PAYEE
ADDRESS: 75 VAN BRUNT ST., BROOKLYN, IL 11231
ITEM DESCRIPTION: LEASED GRIP, ELECTRIC AND LIGHTING EQUIPMENT
VALUED AT \$75,000

DANIEL FARMER, (SOLE PROPRIETOR), LOSS PAYEE
ADDRESS: 179 FRANKLIN AVE., APT. 1, BROOKLYN, NY 11211
FOR THE FOLLOWING LEASED CAMERA EQUIPMENT VALUED @ \$20,000
SONY A7S CAMERA PACKAGE
SONY A7S CAMERA BODY
IKAN CAMERA CAGE INC RAILS, GRIP, COUNTER WEIGHT ACCS
SONY A7S CAMERA BATTERY
METABONES EF TO SONY E LENS ADAPTER
SONY A7S CAMERA BATTERY CHARGER
2 X 64GB SD CARD
ZEISS MILVUS 50MM/2.0 MACRO ZE
ZEISS 85MM / 1.4 PLANAR ZE
DANIEL FARMER, (SOLE PROPRIETOR), LOSS PAYEE (CONTINUED)
ADDRESS: 179 FRANKLIN AVE., APT. 1, BROOKLYN, NY 11211

CHANGE NUMBER: 009



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LOSS PAYEE(S)

PROPERTY CHOICE COVERAGE PART

DYNASTY DIGITAL CINEMA

CANON 24-70MM LENS
VARIABLE ND
POLARIZER
CONVERGENT DESIGN ODYSSEY 7Q+ MONITOR/RECORDER
3 X CONVERGENT DESIGN 256GB SSD DRIVE
4 X SONY L SERIES BATTERY
SONY L SERIES CHARGER
2 X SWITRONIX 98WH V-LOCK BATTERY
CONVERGENT DESIGN L SERIES BATTERY PLATE
CONVERGENT DESIGN ODYSSEY 7 MONITOR
15" MACBOOK PRO MID 2014
ZOOM H6 6 CHANNEL AUDIO RECORDER
SACHTLER ACE TRIPOD

OLD TOWN DEVELOPMENT ASSOCIATES, LLC
MID-AMERICA ASSET MANAGEMENT, INC
THOMAS M. TULLY, AS MANAGER
F.P.A., LLC
ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA
ONE PARKVIEW PLAZA 9TH FL
OAKBROOK TERRACE, IL 60181

2736 W. 96TH ST
EVERGREEN PARK, IL 60805
ATTN: MIKE BOVE
LOCATION 004/001
ITEM DESC: LP FOR RENTAL OF VIDEO EQPT VALUED @ \$34,013.64 FOR VIDEO SHOOT
2 CANON C300 CAMERA (EF)
132GB CF CARD
4 CANON BP-955 7.4V BATTERY (C300/C500/7Q)
1 CANON CG-940 TRAVEL CHARGER (BP-955/975)
1 16-35MM CANON EF F/2.8L II (82MM)
1 FOCUS ZIP GEAR
1 24-70MM CANON EF F/2.8 II USM EW-88C/82MM
1 FOCUS ZIP GEAR
1 70-200MM CANON F/2.8L II (77MM-D)

CHANGE NUMBER: 009



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LOSS PAYEE(S)

PROPERTY CHOICE COVERAGE PART

- 1 FOCUS ZIP GEAR
- 1 O'CONNOR 1030D FLUID HEAD (100MM)
- 1 O'CONNOR 30L CARBON FIBER 2-STAGE TRIPOD (100MM)
- 1 HI-HAT (100MM BOWL)
- 1ANTON BAUER GOLD MOUNT (CANON C100/C300/C500)
- 1 M-FF2 FOLLOW FOCUS UNIT

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 83 UUN LN4159 K3

CHANGE NUMBER: 007

Policy Change Effective Date: 05/02/16

Named Insured: THE SECOND CITY, INC.

SEE IH1204

Producer's Name:

ALPER SERVICES LLC

Pro Rata Factor:

.164

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

NO PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE.

PROPERTY CHOICE

HARTFORD FIRE INSURANCE COMPANY

PROPERTY CHOICE COVERAGE PART IS CHANGED

PROPERTY CHOICE - BUSINESS INTERRUPTION - ADDITIONAL COVERAGES

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

IH12011185 LOSS PAYEE(S)

Countersigned by (Where required by law)

Sugar S. Castareda

Authorized Representative located these docume Pate in its business records. At this time, the company

does not certify that these documents constitute a complete and accurate copy of the policy.

Form HM 12 01 01 07T

THE HARTFORD

Case: 1:18-cv-05636 Document #: 1-3 Filed: 08/17/18 Page 7 of 86 PageID #:109

POLICY NUMBER: 83 UUN LN4159

CHANGE NUMBER: 007



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LOSS PAYEE (S)

PROPERTY CHOICE COVERAGE PART

CANON 24-70MM LENS
VARIABLE ND
POLARIZER
CONVERGENT DESIGN ODYSSEY 7Q+ MONITOR/RECORDER
3 X CONVERGENT DESIGN 256GB SSD DRIVE
4 X SONY L SERIES BATTERY
SONY L SERIES CHARGER
2 X SWITRONIX 98WH V-LOCK BATTERY
CONVERGENT DESIGN L SERIES BATTERY PLATE
CONVERGENT DESIGN ODYSSEY 7 MONITOR
15" MACBOOK PRO MID 2014
ZOOM H6 6 CHANNEL AUDIO RECORDER
SACHTLER ACE TRIPOD

CHANGE NUMBER: 007



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LOSS PAYEE(S)

PROPERTY CHOICE COVERAGE PART

CIT FINANCE LLC
P.O. BOX 979220, MIAMI FL 33157
FAX: (305) 964-2341
EMAIL: LISC@ASSURANT.COM
ITEM DESCRIPTION: 4 XEROX 6400' S/1 XEROX 560/1X XEROX 7125 VALUED@ 96,415.44
RE: LOC #001

PRODUCT PRODUCTIONS
1850 W. HUBBARD
CHICAGO, IL 60622
ITEM DESCRIPTION: LEASED AUDIO EQUIPMENT VALUE AT \$7,500
IRON KNIFE FILMS LTD., AS LOSS PAYEE
ADDRESS: 75 VAN BRUNT ST., BROOKLYN, IL 11231
ITEM DESCRIPTION: LEASED GRIP, ELECTRIC AND LIGHTING EQUIPMENT
VALUED AT \$75,000

DANIEL FARMER, (SOLE PROPRIETOR), LOSS PAYEE
ADDRESS: 179 FRANKLIN AVE., APT. 1, BROOKLYN, NY 11211
FOR THE FOLLOWING LEASED CAMERA EQUIPMENT VALUED @ \$20,000
SONY A7S CAMERA PACKAGE
SONY A7S CAMERA BODY
IKAN CAMERA CAGE INC RAILS, GRIP, COUNTER WEIGHT ACCS
SONY A7S CAMERA BATTERY
METABONES EF TO SONY E LENS ADAPTER
SONY A7S CAMERA BATTERY CHARGER
2 X 64GB SD CARD
ZEISS MILVUS 50MM/2.0 MACRO ZE
ZEISS 85MM / 1.4 PLANAR ZE
DANIEL FARMER, (SOLE PROPRIETOR), LOSS PAYEE (CONTINUED)
ADDRESS: 179 FRANKLIN AVE., APT. 1, BROOKLYN, NY 11211

POLICY NUMBER:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Case: 1:18-cv-05636 Document #: 1-3 Filed: 08/17/18 Page 10 of 86 PageID #:112

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 83 UUN LN4159 K3

CHANGE NUMBER: 008

Policy Change Effective Date: 05/02/16

Named Insured: THE SECOND CITY, INC.

SEE IH1204

Producer's Name:

ALPER SERVICES LLC

Pro Rata Factor:

.164

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

NO PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE.

PROPERTY CHOICE

HARTFORD FIRE INSURANCE COMPANY

PROPERTY CHOICE COVERAGE PART IS CHANGED

PROPERTY CHOICE - BUSINESS INTERRUPTION - ADDITIONAL COVERAGES

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS ADDED TO THIS POLICY AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

IH12011185 ENDORSEMENT 008 EFFECTIVE 05/02/2016

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS DELETED FROM THIS POLICY AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

IH12011185 .
IH12011185 .

Countersigned by (Where required by law)

Sugar S. Castareda

05/09/16

Authorized Representative rocated these docume Pate in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

PAGE 1 (CONTINUED ON NEXT PAGE)

Form HM 12 01 01 07T

POLICY CHANGES (Continued)

POLICY NUMBER: 83 UUN LN4159 K3

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

IH12011185 LOSS PAYEE(S)

CHANGE NUMBER: 008



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LOSS PAYEE (S)

PROPERTY CHOICE COVERAGE PART

CIT FINANCE LLC
P.O. BOX 979220, MIAMI FL 33157
FAX: (305) 964-2341
EMAIL: LISC@ASSURANT.COM
ITEM DESCRIPTION: 4 XEROX 6400' S/1 XEROX 560/1X XEROX 7125 VALUED@ 96,415.44
RE: LOC #001

PRODUCT PRODUCTIONS
1850 W. HUBBARD
CHICAGO, IL 60622
ITEM DESCRIPTION: LEASED AUDIO EQUIPMENT VALUE AT \$7,500
IRON KNIFE FILMS LTD., AS LOSS PAYEE
ADDRESS: 75 VAN BRUNT ST., BROOKLYN, IL 11231
ITEM DESCRIPTION: LEASED GRIP, ELECTRIC AND LIGHTING EQUIPMENT
VALUED AT \$75,000

DANIEL FARMER, (SOLE PROPRIETOR), LOSS PAYEE
ADDRESS: 179 FRANKLIN AVE., APT. 1, BROOKLYN, NY 11211
FOR THE FOLLOWING LEASED CAMERA EQUIPMENT VALUED @ \$20,000
SONY A7S CAMERA PACKAGE
SONY A7S CAMERA BODY
IKAN CAMERA CAGE INC RAILS, GRIP, COUNTER WEIGHT ACCS
SONY A7S CAMERA BATTERY
METABONES EF TO SONY E LENS ADAPTER
SONY A7S CAMERA BATTERY CHARGER
2 X 64GB SD CARD
ZEISS MILVUS 50MM/2.0 MACRO ZE
ZEISS 85MM / 1.4 PLANAR ZE
DANIEL FARMER, (SOLE PROPRIETOR), LOSS PAYEE (CONTINUED)
ADDRESS: 179 FRANKLIN AVE., APT. 1, BROOKLYN, NY 11211

CHANGE NUMBER: 008

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LOSS PAYEE(S)

PROPERTY CHOICE COVERAGE PART

CANON 24-70MM LENS
VARIABLE ND
POLARIZER
CONVERGENT DESIGN ODYSSEY 7Q+ MONITOR/RECORDER
3 X CONVERGENT DESIGN 256GB SSD DRIVE
4 X SONY L SERIES BATTERY
SONY L SERIES CHARGER
2 X SWITRONIX 98WH V-LOCK BATTERY
CONVERGENT DESIGN L SERIES BATTERY PLATE
CONVERGENT DESIGN ODYSSEY 7 MONITOR
15" MACBOOK PRO MID 2014
ZOOM H6 6 CHANNEL AUDIO RECORDER
SACHTLER ACE TRIPOD

OLD TOWN DEVELOPMENT ASSOCIATES, LLC
MID-AMERICA ASSET MANAGEMENT, INC
THOMAS M. TULLY, AS MANAGER
F.P.A., LLC
ALLIANZ LIFE INSURANCE COMPANY OF NORTH AMERICA
ONE PARKVIEW PLAZA 9TH FL
OAKBROOK TERRACE, IL 60181

CHANGE NUMBER: 008



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ENDORSEMENT 008 EFFECTIVE 05/02/2016

PROPERTY CHOICE COVERAGE PART

ENDORSEMENT 008 EFFECTIVE DATE IS AMENDED TO 04/20/2016.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 83 UUN LN4159 K3

CHANGE NUMBER: 006

Policy Change Effective Date: 04/29/16

Named Insured: THE SECOND CITY, INC.

SEE IH1204

Producer's Name:

ALPER SERVICES LLC

Pro Rata Factor:

.173

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

NO PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE.

PROPERTY CHOICE

HARTFORD FIRE INSURANCE COMPANY

PROPERTY CHOICE COVERAGE PART IS CHANGED

PROPERTY CHOICE - BUSINESS INTERRUPTION - ADDITIONAL COVERAGES

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS ADDED TO THIS POLICY AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

IH12011185 . IH12011185 .

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

IH12011185 LOSS PAYEE(S)

Countersigned by (Where required by law)

Sugar S. Castareda

05/08/16

Authorized Representative located these docume Pate in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

Form HM 12 01 01 07T

CHANGE NUMBER: 006



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LOSS PAYEE (S)

PROPERTY CHOICE COVERAGE PART

CIT FINANCE LLC
P.O. BOX 979220, MIAMI FL 33157
FAX: (305) 964-2341
EMAIL: LISC@ASSURANT.COM
ITEM DESCRIPTION: 4 XEROX 6400' S/1 XEROX 560/1X XEROX 7125 VALUED@ 96,415.44
RE: LOC #001

PRODUCT PRODUCTIONS
1850 W. HUBBARD
CHICAGO, IL 60622
ITEM DESCRIPTION: LEASED AUDIO EQUIPMENT VALUE AT \$7,500
IRON KNIFE FILMS LTD., AS LOSS PAYEE
ADDRESS: 75 VAN BRUNT ST., BROOKLYN, IL 11231
ITEM DESCRIPTION: LEASED GRIP, ELECTRIC AND LIGHTING EQUIPMENT
VALUED AT \$75,000

Case: 1:18-cv-05636 Document #: 1-3 Filed: 08/17/18 Page 17 of 86 PageID #:119

POLICY NUMBER: 83 UUN LN4159

CHANGE NUMBER: 006



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PROPERTY CHOICE COVERAGE PART

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 83 UUN LN4159 K3

CHANGE NUMBER: 005

Policy Change Effective Date: 01/28/16

Named Insured: THE SECOND CITY, INC.

SEE IH1204

Producer's Name:

ALPER SERVICES LLC

Pro Rata Factor:

.425

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

NO PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE.

PROPERTY CHOICE

HARTFORD FIRE INSURANCE COMPANY

PROPERTY CHOICE COVERAGE PART IS CHANGED

PROPERTY CHOICE - BUSINESS INTERRUPTION - ADDITIONAL COVERAGES

PREMISES 2 IS REVISED

LOSS PAYEE(S):

LENDER'S LOSS PAYABLE IS ADDED: SEE LOSS PAYABLE PROVISIONS

PREMISES 4 IS REVISED

LENDER'S LOSS PAYABLE IS ADDED: SEE LOSS PAYABLE PROVISIONS

Countersigned by (Where required by law)

Sugar S. Castaneda

02/15/16

Authorized Representative located these docume Rate in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

PAGE 1 (CONTINUED ON NEXT PAGE)

Form HM 12 01 01 07T

POLICY CHANGES (Continued)

POLICY NUMBER: 83 UUN LN4159 K3

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

IH12011185 LENDERS LOSS PAYABLE

CHANGE NUMBER: 005



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LENDERS LOSS PAYABLE

PROPERTY CHOICE COVERAGE PART

JP MORGAN CHASE BANK, N.A 10 SOUTH DEARBORN, FLOOR 34 MAIL CODE IL1-1202 CHICAGO, IL 60603-2300 RE: LOC 001 AND 002

CIT BANK, N.A. C/O ABIC SPECIALTY SERVICES

5TH FLR - PO BOX 979220

MIAMI, FL 33197

RE: LOC 001: XEROX XWC7225 LX5819879 56090 900-0236207 \$13,847 RE: LOC 001: XEROX XWC7225 LX5820053 56164 900-0236207 \$13,847

RE: LOC 002: XEROX 7225 LX5689744 900-0227055-000 \$16,087

WELLS FARGO FINANCIAL LEASING

LEASE INSURANCE SERVICES

P.O. BOX 979284

MIAMI, FL 33197-9284

RE: LOC 001: XEROX 6655X E1B941963 58395 113099-004 \$ 5,085

RE: LOC 001: XEROX 6655X E1B941960 58497 113099-003 \$ 5,085

RE: LOC 004: XEROX C60 E2B652341 58444 113099-002 D3A570920 \$ 41,780

RE: LOC 004: XEROX XWC7225 LX5818630 U9736 113099-007 \$ 13,847

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 83 UUN LN4159 K3

CHANGE NUMBER: 004

Policy Change Effective Date: 12/11/15

Named Insured: THE SECOND CITY, INC.

SEE IH1204

Producer's Name:

ALPER SERVICES LLC

Pro Rata Factor:

.556

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

ADDITIONAL PREMIUM DUE AT THE CHANGE EFFECTIVE DATE: \$6,475.00* *INCLUDES ADDITIONAL TERRORISM PREMIUM OF \$187.00

PROPERTY CHOICE

HARTFORD FIRE INSURANCE COMPANY

PROPERTY CHOICE COVERAGE PART IS CHANGED

PROPERTY CHOICE - BUSINESS INTERRUPTION - BLANKET DESCRIPTION OF COVERAGE

SPECIAL BUSINESS INCOME:

BLANKET LIMIT OF INSURANCE IS CHANGED FROM \$5,100,000 TO \$12,500,000

PROPERTY CHOICE - BUSINESS INTERRUPTION - ADDITIONAL COVERAGES

Countersigned by (Where required by law)

Sugar S. Castareda

01/29/16

Authorized Representative located these docume Pate in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

Form HM 12 01 01 07T

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 83 UUN LN4159 K3

CHANGE NUMBER: 003

Policy Change Effective Date: 12/07/15

Named Insured: THE SECOND CITY, INC.

SEE IH1204

Producer's Name: ALPER SERVICES LLC

Pro Rata Factor: .567

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

NO PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE.

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

IH12011185 LOSS PAYEE(S)

Countersigned by (Where required by law)

Sugar S. Castareda

12/21/15

Authorized Representative located these docume Pate in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

Form HM 12 01 01 07T

CHANGE NUMBER: 003



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LOSS PAYEE (S)

PROPERTY CHOICE COVERAGE PART

CIT FINANCE LLC P.O. BOX 979220, MIAMI FL 33157 FAX: (305) 964-2341 EMAIL: LISC@ASSURANT.COM

ITEM DESCRIPTION: 4 XEROX 6400' S/1 XEROX 560/1X XEROX 7125 VALUED@

96,415.44 RE: LOC #001

PRODUCT PRODUCTIONS
1850 W. HUBBARD
CHICAGO, IL 60622
ITEM DESCRIPTION: LEASED AUDIO EQUIPMENT VALUE AT \$7,500

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 83 UUN LN4159 K3

CHANGE NUMBER: 002

Policy Change Effective Date: 10/23/15

Named Insured: THE SECOND CITY, INC.

SEE IH1204

Producer's Name:

ALPER SERVICES LLC

Pro Rata Factor:

.690

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

ADDITIONAL PREMIUM DUE AT THE CHANGE EFFECTIVE DATE: \$1,086.00*
*INCLUDES ADDITIONAL TERRORISM PREMIUM OF \$21.00

PROPERTY CHOICE

HARTFORD FIRE INSURANCE COMPANY

PROPERTY CHOICE COVERAGE PART IS CHANGED

BLANKET DESCRIPTION OF COVERAGE OR PROPERTY

BUSINESS PERSONAL PROPERTY COVERAGE:
BLANKET LIMIT OF INSURANCE IS CHANGED FROM \$15,205,000
TO \$15,305,000

PROPERTY CHOICE - BUSINESS INTERRUPTION - ADDITIONAL COVERAGES

AS RESPECTS BUSINESS INCOME COVERAGE, NO WAITING PERIOD APPLIES

CAUSES OF LOSS - EARTHQUAKE SPRINKLER LEAKAGE IS ADDED.
ALL OTHER STATES POLICY YEAR LIMIT OF INSURANCE: \$460,000

PREMISES 4 IS ADDED SEE SCHEDULE PC0002

Countersigned by (Where required by law)

Sugar S. Castaneda

11/13/15

Authorized Representative located these docume Pate in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

PAGE 1 (CONTINUED ON NEXT PAGE)

Form HM 12 01 01 07T

POLICY CHANGES (Continued)

POLICY NUMBER: 83 UUN LN4159 K3

GENERAL LIABILITY

HARTFORD UNDERWRITERS INSURANCE COMPANY

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS ADDED TO THIS POLICY AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

PROPERTY: PC10300113
GENERAL LIABILITY: HC12111185 (APPLIES TO HM0010)

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS REVISED AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

PROPERTY: PC00020113T

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES



POLICY NUMBER: 83 UUN LN4159

CHANGE NUMBER: 002

COVERAGE AND LIMITS OF INSURANCE
INSURANCE APPLIES ON A BLANKET BASIS ONLY TO A COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN BELOW IN THE BLANKET DESCRIPTION OF COVERAGE OR PROPERTY. THE MAXIMUM WE WILL PAY FOR LOSS OR DAMAGE IN ANY ONE OCCURRENCE IS THE SMALLEST APPLICABLE LIMIT OF INSURANCE SHOWN IN THE DECLARATIONS, SCHEDULES, OR ENDORSEMENT(S).
BLANKET DESCRIPTION OF COVERAGE OR PROPERTY
FOR INSURANCE THAT APPLIES TO A SPECIFIC INSURED PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES. LIMIT(S) OF INSURANCE IN ANY ONE OCCURRENCE
BUSINESS PERSONAL PROPERTY \$15,305,000
REPLACEMENT COST (SUBJECT TO LIMITATIONS) APPLIES TO THE TYPES OF COVERED PROPERTY INSURED UNDER THIS POLICY. FOR VALUATION THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.
PROPERTY CHOICE - BUSINESS INTERRUPTION - BLANKET DESCRIPTION OF COVERAGE
FOR INSURANCE THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES. LIMITS OF INSURANCE IN ANY ONE OCCURRENCE
SPECIAL BUSINESS INCOME: \$5,100,000 NO WAITING PERIOD APPLIES PAYROLL IS INCLUDED

POLICY NUMBER: 83 UUN LN4159

COINSURANCE PROVISION:
UNLESS OTHERWISE ELSEWHERE STATED IN THIS POLICY, COINSURANCE DOES NOT APPLY TO THE COVERAGES SHOWN ON THIS POLICY.
CAUSES OF LOSS - EARTHQUAKE SPRINKLER LEAKAGE
FOR INSURANCE THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.
ALL COVERAGES AS PROVIDED AND LIMITED UNDER THIS POLICY AT ALL INSURED SCHEDULED PREMISES IN TOTAL SITUATED IN:
POLICY YEAR LIMIT OF INSURANCE
NOT COURT
CALIFORNIA NOT COVERED ALL OTHER STATES \$460,000
CAUSES OF LOSS - EARTHQUAKE SPRINKLER LEAKAGE DOES NOT APPLY TO ANY DEPENDENT PROPERTIES OR ANY UNNAMED PREMISES OR ANY UTILITY SERVICES ADDITIONAL COVERAGE. THE LARGEST POLICY YEAR LIMIT OF INSURANCE IS THE MOST WE WILL PAY UNDER
THIS POLICY IN TOTAL IN ANY ONE POLICY YEAR EVEN IF THE LOSS OR DAMAGE INVOLVES MORE THAN ONE POLICY YEAR LIMIT OF INSURANCE
CAUSES OF LOSS - ADDITIONAL COVERAGE - EQUIPMENT BREAKDOWN
FOR INSURANCE THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.
THE MOST WE WILL PAY IN ANY ONE EQUIPMENT BREAKDOWN ACCIDENT TO EQUIPMENT BREAKDOWN PROPERTY IS THE LESSER OF THE APPLICABLE BUILDING, BUSINESS PERSONAL PROPERTY AND BUSINESS INTERRUPTION LIMITS OF INSURANCE OR \$100,000,000.
COVERAGE EXTENSIONS: THE FOLLOWING COVERAGE EXTENSIONS LIMITS OF INSURANCE

ARE INCLUDED IN THE CAUSES OF LOSS - ADDITIONAL COVERAGE - EQUIPMENT BREAKDOWN LIMIT OF INSURANCE AND APPLY IN ANY ONE EQUIPMENT BREAKDOWN

ACCIDENT TO EQUIPMENT BREAKDOWN PROPERTY.

POLICY NUMBER: 83 UUN LN4159

LIMITS OF INSURANCE CFC REFRIGERANTS: INCLUDED IN THE LIMIT OF INSURANCE APPLICABLE TO EQUIPMENT BREAKDOWN \$100,000 HAZARDOUS SUBSTANCES: \$100,000 SPOILAGE: \$100,000 EXPEDITING EXPENSES: DEDUCTIBLES FOR DEDUCTIBLES THAT APPLY TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE -SCHEDULED PREMISES. THE FOLLOWING DEDUCTIBLE(S) SHALL APPLY TO LOSS OR DAMAGE: BY EARTHQUAKE SPRINKLER LEAKAGE: IN ANY ONE OCCURRENCE: \$2,500 AS RESPECTS BUSINESS INCOME COVERAGE, NO WAITING PERIOD APPLIES. BY ANY OTHER COVERED LOSS, \$2,500 IN ANY ONE OCCURRENCE: PROPERTY CHOICE - SCHEDULED PREMISES THE FOLLOWING LIMITS OF INSURANCE APPLY IN ANY ONE OCCURRENCE UNLESS OTHERWISE STATED. * * * * * * * * * * * * * * * PREMISES NO. 1 ADDRESS: 1608-1616 N WELLS ST

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a compleagend accompleage of the compleage of the company of

CHICAGO, IL 60614

COOK COUNTY

POLICY NUMBER: 83 UUN LN4159

PREMISES 1 CONTINUED	
DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUSINESS PERSONAL PROPERTY LIMIT
PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
SPECIAL BUSINESS INCOME:	INCLUDED IN BLANKET PROFESSIONAL BUSINESS INCOME LIMIT
PAYROLL IS INCLUDED	
UTILITY SERVICES (24 HOUR WAITING PERIOD) EXCLUDING OVERHEAD TRANSMISSION LINES	\$1,000,000
CAUSE OF LOSS - EARTHQUAKE SPRINKLER LEAKAGE:	
	NOT COVERED
LOSS PAYEE(S):	
* * * * * * * * * * * * *	
PREMISES NO. 2	
ADDRESS:	
6560 HOLLYWOOD BLVD FL 2 LOS ANGELES, CA 90028	

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complease and a decention of the complease of the company of the com

LOS ANGELES COUNTY

POLICY NUMBER: 83 UUN LN4159

PREMISES 2 CONTINUED DESCRIPTION OF COVERAGE OR PROPERTY LIMIT OF INSURANCE _____ BUSINESS PERSONAL PROPERTY (INCLUDING STOCK): INCLUDED IN BLANKET BUSINESS PERSONAL PROPERTY LIMIT LIMIT OF INSURANCE PROPERTY CHOICE - BUSINESS INTERRUPTION INCLUDED IN BLANKET SPECIAL BUSINESS INCOME: PROFESSIONAL BUSINESS INCOME LIMIT PAYROLL IS INCLUDED CAUSE OF LOSS - EARTHQUAKE SPRINKLER LEAKAGE: NOT COVERED LOSS PAYEE(S):

* * * * * * * * * * * * * * *

PREMISES NO. 3

ADDRESS:

1346 N NORTH BRANCH ST CHICAGO, IL 60642 COOK COUNTY

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a compleage and be(CONTENUED) on the REAGE).

POLICY NUMBER: 83 UUN LN4159

PREMISES 3 CONTINUED	·
DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUSINESS PERSONAL PROPERTY LIMIT
LEGAL LIABILITY - BUILDING LIMIT OF INSURANCE:	\$200,000 IN ANY ONE ACCIDENT
PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
SPECIAL BUSINESS INCOME: PAYROLL IS INCLUDED	\$50,000
CAUSE OF LOSS - EARTHQUAKE SPRINKLER LEAKAGE:	
	NOT COVERED
* * * * * * * * * * * * *	
PREMISES NO. 4	
ADDRESS:	
435 N MICHIGAN AVE STE 1615-17 23 CHICAGO, IL 60611 COOK COUNTY	
DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUSINESS PERSONAL PROPERTY LIMIT

POLICY NUMBER: 83 UUN LN4159

PREMISES 4 CONTINUED

PROPERTY CHOICE - BUSINESS INTERRUPTION LIMIT OF INSURANCE

SPECIAL BUSINESS INCOME: PAYROLL IS INCLUDED

\$360,000

SCHEDULE CHANGES



POLICY NUMBER: 83 UUN LN4159

CHANGE NUMBER: 002

It is agreed that the Schedule (Form HC 12 10) is changed as follows:

THE FOLLOWING IS ADDED:

DESCRIPTION OF HAZARDS:

PREMISES/OPERATION COVERAGE

REFER TO:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (FORM HC 00 10)

PRMS/BLDG NO:

004/001

TERR: 501

LOCATION:

435 N MICHIGAN AVE STE 1615-17 23

CHICAGO IL 60611

CLASSIFICATION CODE NUMBER

AND DESCRIPTION:

61224

BUILDINGS OR PREMISES - BANK OR OFFICE - PREMISES PRIMARILY OCCUPIED BY EMPLOYEES OF THE INSURED - OTHER THAN NOT-FOR-PROFIT - INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS:

AREA

PER 1,000

EXPOSURE:

12,296

RATE:

66.8900

ANNUAL PREMIUM:

831.00

PREMIUM CHANGE:

573.00 AP

TOTAL PREMIUM CHANGE

FOR THIS POLICY CHANGE:

573.00 AP

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 83 UUN LN4159 K3

CHANGE NUMBER: 001

Policy Change Effective Date: 07/01/15

Named Insured: THE SECOND CITY, INC.

SEE IH1204

Producer's Name: ALPER SERVICES LLC

Pro Rata Factor:

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

NO PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE.

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS ADDED TO THIS POLICY AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

IH12011185 PROPETY CHOICE-ADDITIONAL COVERAGES-REVISED LIMITS OF INSURANCE PC 20 24 01 09

Countersigned by (Where required by law)

Sugar S. Castaneda

08/28/15

CHANGE NUMBER: 001



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PROPETY CHOICE-ADDITIONAL COVERAGES-REVISED LIMITS OF INSURANCE PC 20 24 01 09

PROPERTY CHOICE COVERAGE PART

IT IS HEREBY AGREED AND UNDERSTOOD FORM NUMBER PC 20 24 01 09 HAS BEEN ADDED.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
nformation required to complete this Schedule, if not show	wn above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - **1.** In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute

This SPECIAL MULTI-FLEX POLICY is provided by the stock insurance company(s) of The Hartford Insurance Group, shown below.

KЗ

COMMON POLICY DECLARATIONS

POLICY NUMBER: 83 UUN LN4159

RENEWAL OF: 83 UUN LN4159

THE HARTEORD

Named Insured and Mailing Address:

(No., Street, Town, State, Zip Code)

THE SECOND CITY, INC.

SEE IH1204

1616 N WELLS ST

CHICAGO

IL 60614

(COOK COUNTY)

Policy Period:

From 07/01/15

To 07/01/16

12:01 A.M., Standard time at your mailing address shown above.

In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy. The Coverage Parts that are a part of this policy are listed below. The Advance Premium shown may be subject to adjustment.

Total Advance Premium:

\$112,650.00

Coverage Part and Insurance Company Summary

Advance Premium

IN RECOGNITION OF THE MULTIPLE COVERAGES INSURED WITH THE HARTFORD, YOUR POLICY PREMIUM INCLUDES AN ACCOUNT CREDIT.

PROPERTY CHOICE
HARTFORD FIRE INSURANCE COMPANY
ONE HARTFORD PLAZA
HARTFORD, CONNECTICUT 06155

\$ 33,814.00

LISTING OF ADDITIONAL COVERAGE PARTS CONTINUED ON THE FOLLOWING PAGE.

Form Numbers of Coverage Parts, Forms and Endorsements that are a part of this policy and that are not listed in the Coverage Parts.

HM0001 IL00171198 IH09850115 IH12040312 IH99400409 IH99410409 IL00210908 IL01470911 PC00010109 HA00250614 HC00100798 HC00200295

Agent/Broker Name: ALPER SERVICES LLC

Countersigned by (Where required by law)

The company located these documents in its Sueabset Pass records. At this time, the company does not certify that these documents in its authorized Representative ate copy of the pateicy.

PAGE 1 (CONTINUED ON NEXT PAGE)

Form HM 00 10 01 07

COMMON POLICY DECLARATIONS (Continued)

POLICY NUMBER: 83 UUN LN4159

ADDITIONAL COVERAGE PARTS (CONTINUED)

COVERAGE PART AND INSURANCE COMPANY SUMMARY ADVANCE PREMIUM

COMMERCIAL AUTO
HARTFORD FIRE INSURANCE COMPANY
ONE HARTFORD PLAZA
HARTFORD, CONNECTICUT 06155

\$ 1,769.00

COMMERCIAL GENERAL LIABILITY
EMPLOYEE BENEFITS LIABILITY
HARTFORD UNDERWRITERS INSURANCE COMPANY
ONE HARTFORD PLAZA
HARTFORD, CONNECTICUT 06155

\$ 77,067.00



THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

TERRORISM PREMIUM				
Coverage:	Premium (if Covered):			
PROPERTY GENERAL LIABILITY	\$ 988.00 \$ 763.00			
TOTAL	\$ 1,751.00			

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The portion of your premium attributable to such coverage is shown above in this endorsement.

B. The following definition is added with respect to the provisions of this endorsement:

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

- 1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
- 2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
- 3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to

coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. Disclosure Of Federal Share Of Terrorism Losses Under TRIA

The United States Department of the Treasury will reimburse insurers for a portion of such insured losses as indicated in the table below that exceeds the applicable insurer deductible:

Calendar Year	Federal Share of Terrorism Losses
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020 or later	80%

However, if aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States Government has not charged any premium for their participation in covering terrorism losses.

The company located these documents in its business records. At this time, the company does not certify that these documentpagenofizute

D. Cap On Insurer Liability for Terrorism Losses Under TRIA

If aggregate insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with Treasury procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

E. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, Coverage Part or Policy.

F. All other terms and conditions remain the same.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF THE DECLARATIONS - ADDITIONAL PERSONS OR ORGANIZATIONS DESIGNATED AS NAMED INSUREDS

The following person(s) or organization(s) are added to the Declarations as Named Insureds:

THE SECOND CITY, INC.

SECOND CITY, INC.

SECOND CITY COMMUNICATIONS, INC.

THE SECOND CITY - BRONZEVILLE, INC.

SECOND CITY ENTERTAINMENT, LLC.

THE SECOND CITY - LAS VEGAS, INC.

THE SECOND CITY VEGAS, LLC.

SECPROV, LLC.

THE SECOND CITY - LOS ANGELES, INC.

ANDREW ALEXANDER PRODUCTIONS, INC.

THE SECOND CITY - NEW YORK, INC.

THE SECOND CITY FOUNDATION, AN IL NOT-FOR-PROFIT COMPANY SECOND CITY MANAGEMENT, INC.

SECOND CITY MANAGEMENT, INC.

SECOND CITY INTERNATIONAL, LTD.

UP COMEDY CLUB LLC

SECOND CITY REAL ESTATE, LLC

SECOND CITY WORKS, INC.



Named Insured:

THE SECOND CITY, INC.

Policy Number:

83 UUN LN4159

Effective Date:

07/01/15

Expiration Date: 07/01/16

Company Name:

HARTFORD FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions remain unchanged.

PROPERTY CHOICE COVERAGE PART - DECLARATIONS



POLICY NUMBER: 83 UUN LN4159

This PROPERTY CHOICE COVERAGE PART consists of:

- A. This Declarations:
- B. Property Choice Schedule of Premises and Coverages;
- C. Property Choice Conditions and Definitions;
- D. Property Choice Coverage Form;
- E. Property Choice Specialized Property Insurance Coverages;
- F. Property Choice Covered Causes of Loss and Exclusions Form; and
- G. Any other Coverage Forms, Conditions Forms, Endorsements and Schedules issued to be a part of this Coverage Part and listed below.

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Definitions found in the Property Choice Conditions and Definitions (Form Number PC 00 90).

ADVANCE PREMIUM:

\$33,814.00

AUDIT PERIOD:

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Property Choice Declarations" or the "Common Policy Declarations".

All Schedules listed on this Declarations are part of this Declarations.

Form Numbers of Coverage Forms, Endorsements, and Schedules that are a part of this Coverage Part:

PC00910113	PC00020113T PC50040113 PC20230109 PC20260109 PC0090011	3
IH09400115	PC26020113 PC00100113 PC00200113 PC00300113 PC10100113	
PC10830113	PC00970109 PC00500109 PC30121205 PC31040310 PC31120913	
IH12011185	CLARIFICATION OF COVERAGE	
IH12011185	LENDERS LOSS PAYABLE	
IH12011185	FULL LOCATION ADDRESS	
IH12011185	LOSS PAYEE(S)	

PROPERTY CHOICE - SCHEDULE OF PREMISES AND COVERAGES



POLICY NUMBER: 83 UUN LN4159

COVERAGE AND LIMITS OF INSURANCE	
INSURANCE APPLIES ON A BLANKET BASIS ONLY TO A COVERAGE FOR WHITOF INSURANCE IS SHOWN BELOW IN THE BLANKET DESCRIPTION OF COVER PROPERTY. THE MAXIMUM WE WILL PAY FOR LOSS OR DAMAGE IN ANY OF IS THE SMALLEST APPLICABLE LIMIT OF INSURANCE SHOWN IN THE DECISCHEDULES, OR ENDORSEMENT(S).	RAGE OR NE OCCURRENCE
BLANKET DESCRIPTION OF COVERAGE OR PROPERTY	
	PROPERTY OF INSURANCE NE OCCURRENCE
BUSINESS PERSONAL PROPERTY \$15	,205,000
VALUATION PROVISION:	
REPLACEMENT COST (SUBJECT TO LIMITATIONS) APPLIES TO THE TYPES PROPERTY INSURED UNDER THIS POLICY. FOR VALUATION THAT APPLIES SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.	
PROPERTY CHOICE - BUSINESS INTERRUPTION - BLANKET DESCRIPTION	OF COVERAGE
	TY CHOICE - OF INSURANCE NE OCCURRENCE
SPECIAL BUSINESS INCOME: \$5 NO WAITING PERIOD APPLIES PAYROLL IS INCLUDED	,100,000

POLICY NUMBER: 83 UUN LN4159

UNLESS OTHERWISE ELSEWHERE STATED IN THIS POLICY, COINSURANCE DOES NOT APPLY TO THE COVERAGES SHOWN ON THIS POLICY.
CAUSES OF LOSS - ELECTRONIC VANDALISM
ELECTRONIC VANDALISM LIMIT OF INSURANCE IN ANY ONE OCCURRENCE:
\$100,000 IN TOTAL FOR ALL COVERED BUILDING OR BUSINESS PERSONAL PROPER \$100,000 IN TOTAL FOR ALL COVERED BUSINESS INCOME, RENTAL INCOME OR EX EXPENSE
12 HOUR WAITING PERIOD APPLIES TO ELECTRONIC VANDALISM - BUSINESS INCOME OR RENTAL INCOME LOSS.
THE FOLLOWING COVERAGES ARE FOUND IN THE CAUSES OF LOSS - ELECTRONIC VANDALISM FORM AND ARE IN ADDITION TO THE CAUSES OF LOSS - ELECTRONIC VANDALISM CAUSES OF LOSS - LIMIT OF INSURANCE IN ANY ONE OCCURRENCE:
DENIAL OF SERVICE - BUSINESS INCOME: \$25,000 12 HOUR WAITING PERIOD APPLIES TO DENIAL OF SERVICE - BUSINESS INCOME LOSS.
GOOD FAITH ADVERTISING EXPENSE: \$25,000 IN ANY ONE POLICY YEAR
CAUSES OF LOSS - ADDITIONAL COVERAGE - EQUIPMENT BREAKDOWN
FOR INSURANCE THAT APPLIES TO A SPECIFIC PREMISES SEE: PROPERTY CHOICE - SCHEDULED PREMISES.
THE MOST WE WILL PAY IN ANY ONE EQUIPMENT BREAKDOWN ACCIDENT TO EQUIPMENT BREAKDOWN PROPERTY IS THE LESSER OF THE APPLICABLE BUILDING, BUSINESS

COVERAGE EXTENSIONS: THE FOLLOWING COVERAGE EXTENSIONS LIMITS OF INSURANCE ARE INCLUDED IN THE CAUSES OF LOSS - ADDITIONAL COVERAGE - EQUIPMENT BREAKDOWN LIMIT OF INSURANCE AND APPLY IN ANY ONE EQUIPMENT BREAKDOWN ACCIDENT TO EQUIPMENT BREAKDOWN PROPERTY.

PERSONAL PROPERTY AND BUSINESS INTERRUPTION LIMITS OF INSURANCE OR

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complease and account to the complease of the company of the company

\$100,000,000.

POLICY NUMBER: 83 UUN LN4159

	LIMITS OF INSURANCE
CFC REFRIGERANTS:	INCLUDED IN THE LIMIT OF INSURANCE APPLICABLE TO EQUIPMENT BREAKDOWN
HAZARDOUS SUBSTANCES:	\$100,000
SPOILAGE:	\$100,000
EXPEDITING EXPENSES:	\$100,000
FOR DEDUCTIBLES THAT APPLY TO A SPECIFIC PREMISES SCHEDULED PREMISES.	SEE: PROPERTY CHOICE -
THE FOLLOWING DEDUCTIBLE(S) SHALL APPLY TO LOSS OF	R DAMAGE:
BY COVERED LOSS, IN ANY ONE OCCURRENCE: \$2,500	
PROPERTY CHOICE - SCHEDULED PREMISES	
THE FOLLOWING LIMITS OF INSURANCE APPLY IN ANY ONI OTHERWISE STATED.	e occurrence unless
* * * * * * * * * * * * *	
PREMISES NO. 1	
ADDRESS:	
1608-1616 N WELLS ST	

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complease and accontinues positive property.

COOK COUNTY

POLICY NUMBER: 83 UUN LN4159

PREMISES 1 CONTINUED	
DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUSINESS PERSONAL PROPERTY LIMIT
PROPERTY CHOICE - BUSINESS INTERRUPTION	LIMIT OF INSURANCE
SPECIAL BUSINESS INCOME:	INCLUDED IN BLANKET PROFESSIONAL BUSINESS INCOME LIMIT
PAYROLL IS INCLUDED	
UTILITY SERVICES (24 HOUR WAITING PERIOD) EXCLUDING OVERHEAD TRANSMISSION LINES	\$1,000,000
LOSS PAYEE(S):	
* * * * * * * * * * * * *	
PREMISES NO. 2	
ADDRESS:	
6560 HOLLYWOOD BLVD FL 2 LOS ANGELES, CA 90028 LOS ANGELES COUNTY	
DESCRIPTION OF COVERAGE OR PROPERTY	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY (INCLUDING STOCK):	INCLUDED IN BLANKET BUSINESS PERSONAL PROPERTY LIMIT

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a comptexed to declarate the complexed of the complexed that these documents constitute a comptexed to declarate the complexed of the company of the compan

POLICY NUMBER: 83 UUN LN4159

PREMISES 2 CONTINUED LIMIT OF INSURANCE PROPERTY CHOICE - BUSINESS INTERRUPTION SPECIAL BUSINESS INCOME: INCLUDED IN BLANKET PROFESSIONAL BUSINESS INCOME LIMIT PAYROLL IS INCLUDED LOSS PAYEE(S): * * * * * * * * * * * * * * PREMISES NO. 3 ADDRESS: 1346 N NORTH BRANCH ST CHICAGO, IL 60642 COOK COUNTY DESCRIPTION OF COVERAGE OR PROPERTY LIMIT OF INSURANCE BUSINESS PERSONAL PROPERTY (INCLUDING STOCK): INCLUDED IN BLANKET BUSINESS PERSONAL PROPERTY LIMIT

LEGAL LIABILITY - BUILDING LIMIT OF INSURANCE: \$200,000

IN ANY ONE ACCIDENT

LIMIT OF INSURANCE

PROPERTY CHOICE - BUSINESS INTERRUPTION

SPECIAL BUSINESS INCOME: PAYROLL IS INCLUDED

\$50,000

PROPERTY CHOICE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY CHOICE BUSINESS INTERRUPTION - ADDITIONAL COVERAGES - REVISED WAITING PERIODS

This Endorsement modifies insurance provided under the following:

PROPERTY CHOICE SPECIAL BUSINESS INCOME - ADDITIONAL COVERAGES
PROPERTY CHOICE BUSINESS INCOME - ADDITIONAL COVERAGES
PROPERTY CHOICE PROFESSIONAL BUSINESS INCOME - ADDITIONAL COVERAGES
PROPERTY CHOICE RENTAL INCOME - ADDITIONAL COVERAGES
PROPERTY CHOICE EXTRA EXPENSE - ADDITIONAL COVERAGES

Schedule

Additional Coverage

Revised Waiting Period

WEBSITE AND
INTERNET SERVICES:

24 HOURS



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CLARIFICATION OF COVERAGE

PROPERTY CHOICE COVERAGE PART

IT IS HEREBY AGREED THAT THE SECOND CITY HAS PERMISSION TO BUILD ON A DIFFERENT SITE IF LOSS OCCURS AT 1616 N. WELLS STREET, CHICAGO, IL



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LENDERS LOSS PAYABLE

PROPERTY CHOICE COVERAGE PART

JP MORGAN CHASE BANK, N.A 10 SOUTH DEARBORN, FLOOR 34 MAIL CODE IL1-1202 CHICAGO, IL 60603-2300 RE: LOC 001 AND 002



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

FULL LOCATION ADDRESS

PROPERTY CHOICE COVERAGE PART

FULL LOCATION ADDRESS FOR LOCATION 001/BUILDING 001:

1616 N WELLS ST & 230 W NORTH AVE CHICAGO, IL



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LOSS PAYEE (S)

PROPERTY CHOICE COVERAGE PART

CIT FINANCE LLC P.O. BOX 979220, MIAMI FL 33157 FAX: (305) 964-2341 EMAIL: LISC@ASSURANT.COM

ITEM DESCRIPTION: 4 XEROX 6400' S/1 XEROX 560/1X XEROX 7125 VALUED@

96,415.44 RE: LOC #001

COMMERCIAL AUTOMOBILE COVERAGE PART - DECLARATIONS BUSINESS AUTO COVERAGE FORM



POLICY NUMBER: 83 UUN LN4159

This COMMERCIAL AUTOMOBILE COVERAGE PART consists of:

- A. This Declarations Form;
- B. Business Auto Coverage Form; and
- C. Any Endorsements issued to be a part of this Coverage Form and listed below.

ITEM	ONE -	NAMED	INSURED	AND	ADDRESS
	ONE -	NANEU	INSURED	AND A	ADDREGG

The Named Insured is stated on the Common Policy Declarations.

ADVANCE PREMIUM: \$ 1,769.00

AUDIT PERIOD:

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations".

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

HA00040302

HA00240614

HA00340614 CA00011013 CA01200115 CA02701013 HA20070614 HA99080614 HA99130187 HA99160312

The company located these documents in its business records. At this time, the company does not certify that these documpage for attitute © 2014, The Hartfordete and accurate copy of the policy.

COMMERCIAL AUTOMOBILE COVERAGE PART - DECLARATIONS BUSINESS AUTO COVERAGE FORM (Continued)

POLICY NUMBER: 83 UUN LN4159

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the advance premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as "covered autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium
COVERED AUTOS LIABILITY	08,09	\$ 1,000,000	\$ 1,530.00
PERSONAL INJURY PROTECTION (or equivalent No-Fault coverage)		Separately stated in each Personal Injury Protection Endorsement.	
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-Fault coverage)		Separately stated in each Added Personal Injury Protection Endorsement.	
OPTIONAL BASIC ECONOMIC LOSS (New York only)		\$25,000 each eligible injured person.	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in the Property Protection Insurance Endorsement.	
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		Separately stated in the Medical Expense and Income Loss Benefits Endorsement.	
AUTO MEDICAL PAYMENTS		\$ Each Insured or the limit separately stated for each "auto" in ITEM THREE.	
UNINSURED MOTORISTS		\$	
UNDERINSURED MOTORISTS (When not included in Uninsured Motorist Coverage)		\$	

COMMERCIAL AUTOMOBILE
COVERAGE PART - DECLARATIONS
BUSINESS AUTO COVERAGE FORM (Continued)

POLICY NUMBER: 83 UUN LN4159

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS (Continued)

Coverages	Covered Autos	Limit The Most We Will Pay for Any One Accident or Loss	Advance Premium
PHYSICAL DAMAGE		See ITEM FOUR for hired or borrowed "autos".	
COMPREHENSIVE COVERAGE	08	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	
SPECIFIED CAUSES OF LOSS COVERAGE		Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus \$ deductible for each covered "auto" for "loss" caused by mischief or vandalism.	
COLLISION COVERAGE	08	Actual Cash Value, Cost of Repair, or the Stated Amount shown in ITEM THREE, whichever is smallest, minus any deductible shown in ITEM THREE for each covered "auto".	
TOWING AND LABOR		\$ or the amount separately stated for each "auto" in ITEM THREE, whichever is greater, for each disablement.	

Endorsement Premium

(Not included above)

TOTAL ADVANCE PREMIUM:

1,769.00

COMMERCIAL AUTOMOBILE COVERAGE PART - DECLARATIONS BUSINESS AUTO COVERAGE FORM (Continued)

POLICY NUMBER: 83 UUN LN4159

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Applicable only if "Schedule of Covered Autos You Own" is issued to form a part of this Coverage Form. FORM HA0012 NOT ATTACHED

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED AUTO COVERAGE AND PREMIUMS

COVERED AUTOS LIABILITY COVERAGE

RATING BASIS IS COST OF HIRE. Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

State	Estimated Cost of Hire	Rate Per Each \$100 Cost of Hire	Advance Premium		
	\$ 20,000	1.450	\$	407.00	MP

TOTAL COVERED AUTOS HIRED AUTO ADVANCE PREMIUM:

\$ 407.00 MP

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY			
Named Insured's Business	Rating Basis	Number	Advance Premium
Other than a Social Service Agency	Number of Employees Number of Partners	650	\$ 1,123.00
Social Service Agency	Number of Employees Number of Volunteers		

TOTAL ADVANCE PREMIUM: \$ 1,123.00 MP

SUPPLEMENTARY SCHEDULE FOR COMMERCIAL AUTOMOBILE COVERAGE PART DECLARATIONS



BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM (Hired Auto Physical Damage)

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED AUTO COVERAGE AND PREMIUMS

The Declarations is changed to include the following Coverages:

PHYSICAL DAMAGE COVERAGE

Coverages	Limit The Most We Will Pay for Any One Accident or Loss	Type Auto	Estimated Total Auto/Days of Hired Autos	Rate Per Auto/Day	Advance Premium
Compre- hensive	\$ 100,000 or Actual Cash Value or Cost of Repair, whichever is smallest, minus \$ 1,000 deductible for	Private Passenger All Other Types			SEE HA2007
	each covered auto.	All Other Types			SEE HA2007
Specified Causes	\$ or Actual Cash Value or Cost of Repair, whichever is smallest,	Private Passenger			
of Loss minus \$ deductible for each covered auto for loss caused by mischief or vandalism.		All Other Types			
Collision	\$ 100,000 or Actual Cash Value or Cost of Repair, whichever is smallest,	Private Passenger			SEE HA2007
	minus \$ 1,000 deductible for each covered auto.	All Other Types			SEE HA2007

TOTAL ADVANCE PREMIUM:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY HIRED AUTO INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM AUTO DEALERS COVERAGE FORM MOTOR CARRIER COVERAGE FORM

COVERED AUTOS LIABILITY COVERAGE AUTOS NOT USED IN YOUR TRUCKING OPERATIONS (Under Motor Carrier Coverage Form) If this box is marked, for any covered "auto" leased, hired, rented or borrowed by you this Coverage Form provides primary insurance. If this box is marked, for a covered "auto" leased, hired, rented or borrowed by you from a person or organization named below this Coverage Form provides primary insurance. **Advance Premium Estimated Cost of Hire** Primary Rate Per Each \$100 Cost of Hire State **TOTAL ADVANCE PREMIUM:** PHYSICAL DAMAGE COVERAGE X If this box is marked, for any covered "auto" leased, hired, rented or borrowed by you this Coverage Form provides primary insurance. If this box is marked, for a covered "auto" leased, hired, rented or borrowed by you from a person or organization named below this Coverage Form provides primary insurance.

Coverages	Type Auto	of Hired Autos	Auto/Day	Advance Premium
Comprehensive	Private Passenger	024	.945	23.00
	All Other Types	024	.600	14.00
Specified Causes of Loss	Private Passenger All Other Types			
Collision	Private Passenger	024	4.658	112.00
	All Other Types	024	3.770	90.00

TOTAL ADVANCE PREMIUM 239.00

NAMED PERSON(S) OR ORGANIZATION(S):

The company located these documents in its business records. At this time, the company does not certify that these documents for stitute

Form HA 20 07 06 14

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COMMERCIAL GENERAL LIABILITY COVERAGE PART - DECLARATIONS



POLICY NUMBER: 83 UUN LN4159

This COMMERCIAL GENERAL LIABILITY COVERAGE PART consists of:

- A. This Declarations;
- B. Commercial General Liability Schedule;
- C. Commercial General Liability Coverage Form; and
- D. Any Endorsements issued to be a part of this Coverage Part and listed below.

LIMITS OF INSURANCE

The Limits of Insurance, subject to all the terms of this Policy that apply, are:

Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to You Limit - Any One Premises	\$300,000
Medical Expense Limit - Any One Person	\$10,000
Personal and Advertising Injury Limit	\$1,000,000
General Aggregate Limit, (other than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000

ADVANCE PREMIUM:

\$76,641.00

AUDIT PERIOD: ANNUAL AUDIT

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations."

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

HC70010605	CG20100413	CG21060514	CG22300798	CG22710413
CG25040509	HC00881210	HC00971210	HC21091087	HC22340305
HC23700115	HG00010605	HG00681210	HG21020315	CG02001207
CG20260413	HC21900608	HC12101185T		
IH12011185	ADDITIONAL INSUR	ED - OWNERS, L	ESSEES OR	
	CONTRACTORS, FOR	M CG 2010		
IH12011185	HC22340305 - ABS	OLUTE SEXUAL A	BUSE OR MOLESTAT	ION
	EXCLUSION			

COMMERCIAL GENERAL LIABILITY CG 25 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Des	signated Location(s):
ALI	LOCATIONS
Info	ormation required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
 - 1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;

- b. Claims made or "suits" brought; or
- **c.** Persons or organizations making claims or bringing "suits".
- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
 - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- **D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
 - "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS, FORM CG 2010

COMMERCIAL GENERAL LIABILITY COVERAGE PART

THE STATE OF CALIFORNIA, THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY AND CALIFORNIA STATE UNIVERSITY, NORTHRIDGE, THE UNIVERSITY STUDENT UNION AT CALIFORNIA STATE UNIVERSITY, NORTHRIDGE, THEIR OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

HC22340305 - ABSOLUTE SEXUAL ABUSE OR MOLESTATION EXCLUSION

COMMERCIAL GENERAL LIABILITY COVERAGE PART

FORM HC22340305 HAS BEEN REMOVED FROM THIS POLICY EFF 7-1-13.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

)

EMPLOYEE BENEFITS LIABILITY COVERAGE PART - DECLARATIONS (CLAIMS MADE)



POLICY NUMBER: 83 UUN L:N4159

This EMPLOYEE BENEFITS LIABILITY COVERAGE PART (CLAIMS MADE) consists of:

- A. This Declarations:
- B. Commercial General Liability Schedule;
- C. Employee Benefits Liability Coverage Form; and
- D. Any Endorsements issued to be a part of this Coverage Part and listed below.

Retroactive Date: 06/01/95 . If no date is entered, the Retroactive Date is the Inception Date of the Policy Period stated in the Common Policy Declarations.

LIMITS OF INSURANCE

The Limits of Insurance, subject to all the terms of this Policy that apply, are:

Each Claim

\$1,000,000

Aggregate

\$2,000,000

ADVANCE PREMIUM:

\$122.00

AUDIT PERIOD: ANNUAL AUDIT

Except in this Declarations, when we use the word "Declarations" in this Coverage Part, we mean this "Declarations" or the "Common Policy Declarations."

Form Numbers of Coverage Forms, Endorsements and Schedules that are part of this Coverage Part:

HC23700115 HC12101185T HC70110286

HC00210799

HC01340994

HC00800498

COMMERCIAL GENERAL LIABILITY SCHEDULE



POLICY NUMBER: 83 UUN LN4159

Entries herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.

RATING CLASSIFICATIONS

DESCRIPTION OF HAZARDS:

PREMISES/OPERATIONS COVERAGE

REFER TO:

COMMERCIAL GENERAL LIABILITY
COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO:

001/001

TERR: 501

LOCATION:

1608-1616 N WELLS ST

CHICAGO

IL. 60614

CLASSIFICATION CODE NUMBER

AND DESCRIPTION:

47474

SCHOOLS - TRADE OR VOCATIONAL - INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT TO THE

GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS:

PUPILS

PER 1

EXPOSURE:

3,200

RATE:

9.1390

ADVANCE PREMIUM:

29,537.00

DESCRIPTION OF HAZARDS:

PREMISES/OPERATIONS COVERAGE

REFER TO:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO:

001/001

TERR: 501

LOCATION:

1608-1616 N WELLS ST

CHICAGO IL. 60614

CLASSIFICATION CODE NUMBER

AND DESCRIPTION:

49184

THEATERS - OTHER THAN NOT-FOR-PROFIT - INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a company to a company that these documents constitute a company to a company that these documents constitute a company to a comp

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)

POLICY NUMBER: 83 UUN LN4159

PREMIUM AND RATING BASIS:

ADMISSIONS

PER 1,000

EXPOSURE:

383,083

RATE:

80.5740

ADVANCE PREMIUM:

31,175.00

DESCRIPTION OF HAZARDS:

PREMISES/OPERATIONS COVERAGE

REFER TO:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO:

001/001

TERR: 501

LOCATION:

1608-1616 N WELLS ST

CHICAGO IL. 60614

CLASSIFICATION CODE NUMBER

AND DESCRIPTION:

99718

THEATRICAL COMPANIES - TRAVELING - INCLUDING PRODUCTS AND/OR COMPLETED OPERATION - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT TO THE GENERA AGGREGATE LIMIT

PREMIUM AND RATING BASIS:

PAYROLL

PER 1,000

EXPOSURE:

603,396

RATE:

4.9610

ADVANCE PREMIUM:

3,023.00

DESCRIPTION OF HAZARDS:

ADDITIONAL INSURED CG2010

REFER TO:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (FORM HC 00 10)

ADVANCE PREMIUM:

51.00 FOR PREMISES 001

DESCRIPTION OF HAZARDS:

ADDITIONAL INSURED CG2026

NAME OF PERSON OR ORGANIZATION:

CHICAGO PARK DISTRICT

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a copage to 2ndContinued CONDNEXT (PAGE) licy.

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)

POLICY NUMBER: 83 UUN LN4159

DEPARTMENT OF PARK SERVICES 541 N FAIRBANKS CT FL 4 CHICAGO IL 60611

REFER TO:

COMMERCIAL GENERAL LIABILITY

COVERAGE PART (FORM HC 00 10)

ADVANCE PREMIUM:

253.00 FOR PREMISES 001

DESCRIPTION OF HAZARDS:

PREMISES/OPERATIONS COVERAGE

REFER TO:

COMMERCIAL GENERAL LIABILITY

COVERAGE PART (FORM HC 00 10)

PRMS/BLDG. NO:

002/001

TERR: 003

LOCATION:

6560 HOLLYWOOD BLVD FL 2

LOS ANGELES

CA. 90028

CLASSIFICATION CODE NUMBER

AND DESCRIPTION:

47474

SCHOOLS - TRADE OR VOCATIONAL - INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS - PRODUCTS/COMPLETED OPERATIONS LOSSES ARE SUBJECT TO THE

GENERAL AGGREGATE LIMIT

PREMIUM AND RATING BASIS:

PUPILS

PER 1

EXPOSURE:

622

RATE:

20.5430

ADVANCE PREMIUM:

12,906.00

DESCRIPTION OF HAZARDS:

EMPLOYEE BENEFITS COVERAGE

REFER TO:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART (FORM HC 00 20)

CLASSIFICATION CODE NUMBER

AND DESCRIPTION:

30195

EMPLOYEE BENEFITS

PREMIUM AND RATING BASIS:

EMPLOYEE

PER 1

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a corace to and continued on Next reaching.

Case: 1:18-cv-05636 Document #: 1-3 Filed: 08/17/18 Page 71 of 86 PageID #:173

COMMERCIAL GENERAL LIABILITY SCHEDULE (Continued)

POLICY NUMBER: 83 UUN LN4159

EXPOSURE:

475

RATE:

0.1640

ADVANCE PREMIUM:

122.00 MP

TOTAL ADVANCE PREMIUM:

77,067.00

POLICY NUMBER:

PROPERTY CHOICE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY CHOICE - ADDITIONAL COVERAGES - REVISED LIMITS OF INSURANCE

This Endorsement modifies insurance provided under the following:

PROPERTY CHOICE - SPECIALIZED PROPERTY INSURANCE COVERAGE ENDORSEMENT(S)

Schedule

The following Revised Limit of Insurance is the most we will pay for that particular Additional Coverage:

Additional Coverage

Revised Limit of Insurance

Claim Expenses

\$100,000

Demolition Costs and Increased Cost of Construction-For "Tenant Improvements and Betterments" \$2,000,000

Case: 1:18-cv-05636 Document #: 1-3 Filed: 08/17/18 Page 73 of 86 PageID #:175

ACKNOWLEDGMENT OF PREMIUM FINANCING



Policy No. 83 UUN LN4159 Finance Account No. 900-1520121

Named Insured and Address

Policy Period 07/01/15 07/01/16

THE SECOND CITY, INC.

1616 N WELLS ST

CHICAGO

IL 60614

Finance Company and Address

Insurance Company(ies) and Address(es)

FIRST INSURANCE FUNDING CORP.
450 SKOKIE BLVD, STE 1000

NORTHBROOK, IL 60062-7917

HARTFORD FIRE INSURANCE COMPANY
ONE HARTFORD PLAZA
HARTFORD, CONNECTICUT 06155

ALPER SERVICES LLC

The Insurance Company acknowledges that the Finance Company has notified the Insurance Company that the Finance Company has advanced the premium on the above policy to or for the account of the Named Insured, although the Insurance Company will neither make that notification, even if it is in the form of an endorsement, part of its policy, nor be bound by any terms or conditions of the notification except as is stated in this Acknowledgment.

Upon receipt of an authorized notice of cancellation from the Finance Company, the Insurance Company will recognize termination of the insurance protection afforded by the policy and make payment of any return premium. Such termination shall not become effective, however, prior to the expiration of the shortest period which must elapse to make the termination effective in accordance with the terms of the policy and the requirements of any law.

The Insurance Company does expressly state, so that there will not be any misunderstanding, that this Acknowledgment does not vary, waive, alter, or extend the policy.

POLICY NUMBER: 83 UUN LN4159

COMMERCIAL GENERAL LIABILITY CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations			
THE STATE OF CALIFORNIA, THE TRUSTEES OF THE CALIFORNIA UNIVERSITY AND CALIFORNIA STATE UNIVERSITY, NORTHRIDGE THE UNIVERSITY STUDENT UNION AT CALIFORNIA STATE UNIVERSITY, NORTHRIDGE THEIR OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES.	LOCATION 001			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 83 UUN LN4159

COMMERCIAL GENERAL LIABILITY CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): CHICAGO PARK DISTRICT DEPARTMENT OF PARK SERVICES 541 N FAIRBANKS CT FL 4 CHICAGO IL 60611

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations; or
 - 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute

COMMERCIAL GENERAL LIABILITY



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES - EMPLOYEE BENEFITS LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

- A. Paragraph 6. of **DEFINITIONS** (Section VI) is replaced with the following:
 - 6. "Damages" do not include:
 - 1. Fines;
 - 2. Penalties; or
 - 3. Damages for which insurance is prohibited by the law applicable to the construction of this Coverage Part.
- B. The following paragraph f. is added to Paragraph 3. of **SUPPLEMENTAL PAYMENTS COVERAGE EB** (Section I):
 - f. Prejudgment interest awarded the insured on that part of the judgment we pay.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE CHANGES

It is agreed that the Schedule (Form HC 12 10) is changed as follows:

Rating Classification	Code No.	Premium Basis	Rate	Annual Premium	Addl. or Ret. Premium
				\$	\$
		-			
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•					
<i>,</i> ~					
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business records At this time, the company does not certor his endorsement do tuments constitut



COVERAGE EB PROVIDES CLAIMS MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words, "you" and "your" refer to the Named Insured shown in the Declarations. The words "we" "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning.

Refer to SECTION VI - DEFINITIONS.

SECTION I - COVERAGE EB

1. INSURING AGREEMENT.

a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of "employee benefits injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless provided explicitly for under SUPPLEMENTARY **PAYMENTS** COVERAGE EB. This insurance does not apply to "employee benefits injury" which occurred before the Retroactive Date, if any, shown in the Declarations or which occurs after the policy period. The negligent act, error or omission must take place in the "coverage territory".

We will have the right and duty to defend any "claim" or "suit" seeking such "damages". But:

- The amount we will pay for "damages" is limited as described in SECTION III -LIMITS OF INSURANCE;
- (2) We may, at our discretion, investigate any alleged act, error or omission and settle any

"claim" or "suit" that may result; and

- (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage EB. This applies both to "claims" and "suits" pending at that time and to those filed thereafter.
- b. This insurance applies to an "employee benefits injury" only if:
 - (1) A "claim" for "damages" because of the "employee benefits injury" is first made against any insured during the policy period; and
 - (2) At the time you applied for this insurance you had no knowledge of any "claim" or "suit" or of any "employee benefits injury" which might reasonably be expected to result in a "claim" or "suit," except as you had reported to us in writing at the time you so applied.
- c. A "claim" by a person or organization seeking "damages" will be deemed to have been made when notice of such "claim" is received and recorded by an insured or by us, whichever comes first.
- d. All "claims" for "damages" because of "employee benefits injury" to the same person or organization will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. EXCLUSIONS

This insurance does not apply to:

- a. Any civil or criminal liability imposed on the insured, arising out of:
 - (1) Any failure by the insured to comply with

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- any federal or state statutory or regulatory reporting requirement relating to an "employee benefits program;" or
- (2) The commission or omission by an insured of any activity in connection with the management of assets of the "employee benefits program" which is prohibited under any federal or state statute or regulation.

For the purposes of this exclusion, civil or criminal liability includes pre or post judgement costs or expenses.

- "Bodily injury," "property damage," "personal and advertising injury."
- c. Any dishonest, fraudulent, criminal malicious act.
- d. The failure of any investment or saving program to perform as represented by an insured.
- e. An "employee benefits injury" that arises out of advice given by any insured to an "employee" whether to participate or not to participate in any "employee benefits program."
- The failure of any insured to:
 - (1) Perform any obligation;
 - (2) Fulfill any guarantee;

with respect to:

- (1) The payment of benefits under any "employee benefits program;" or
- (2) The providing, handling or investing of funds relating to any of these.

3. SUPPLEMENTARY PAYMENTS - COVERAGE

We will pay, with respect to any "claim" or "suit" we defend:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the insured in the "suit."
- e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited

in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- 2. Each of the following is also an insured:
 - a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 - b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage EB does not apply to "employee benefits injury" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Person or organizations making "claims" or bringing "suit."
- 2. The Employee Benefits Liability Aggregate Limit is the most we will pay for all "damages" to which this insurance applies.
- 3. Subject to 2. above the Each Claim Limit is the most we will pay for all "damages" with respect to any one "claim".

The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - EMPLOYEE BENEFITS LIABILITY CONDITIONS

1. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in The Event of Employee Benefits Injury, Claim or Suit.

- a. You must see to it that we are notified as soon as practicable of an "employee benefits injury" which may result in a "claim". To the extent possible, notice should include:
 - (1) How, when and where the "employee benefits injury" took place; and
 - (2) The names and addresses of any injured persons and witnesses.

Notice of an "employee benefits injury" is not notice of a "claim".

b. If a written "claim" is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the "claim" or "suit".

- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit":
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "employee benefits injury" to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us.

No person or organization has a right under this Coverage Part:

- To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured: or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss we cover, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, that is effective prior to the beginning of the policy period shown in the Declarations of this Coverage Part and applies to "damages" on other than a claims-made basis, if:

- (1) No retroactive date is shown in the Declarations of this Coverage Part; or
- (2) The other insurance has a policy period which continues after the Retroactive Date shown in the Declara-tions of this Coverage Part.

When this insurance is excess, we will have no duty to defend any "claim" or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit.

 We will compute all premiums for this Coverage Part in accordance with our rules and rates.

- b. Premium shown in this Coverage Part as advance premium is a deposit premium only.
 At the close of each audit period we will compute the earned premium for that period.
 - Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- We have issued this policy in reliance upon your representations.

7. Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

SECTION V - EXTENDED REPORTING PERIODS

- We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is cancelled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:

- (1) Has a Retroactive Date later than the date shown in the Declaration of this Coverage Part; or
- (2) Does not apply to "employee benefits injury" on a claims-made basis.
- A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
 - a. One year for "claims" arising out of an "employee benefits injury" reported to us, not later than 60 days after the end of the policy period, in accordance with paragraph 2.a. of SECTION IV EMPLOYEE BENEFITS LIABILITY CONDITIONS; or
 - b. Sixty days for all other "claims".

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

- A Supplemental Extended Reporting Period of three years duration is available, but only by an endorsement and for an extra charge. This supplemental period starts:
 - a. One year after the end of the policy period for "claims" arising out of an "occurrence" reported to us, not later than 60 days after the end of the policy period, in accordance with paragraph 2.a. of SECTION IV - EMPLOYEE BENEFITS LIABILITY CONDITIONS; or
 - b. Sixty days after the end of the policy period for all other "claims".

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amount of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of "damages," and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the

- Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.
- 4. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" for "employee benefits injury" that occur before the end of the policy period (but not before the Retroactive Date, if any, shown in the Declarations).

"Claims" for such injury which are first received and recorded during the Basic Extended Reporting Period (or during the Supplemental Extended Reporting Period, if it is in effect) will be deemed to have been made on the last day of the policy period.

Once in effect, Extended Reporting Periods may not be cancelled.

- 5. Extended Reporting Periods do not reinstate or increase the Limits of Insurance applicable to any "claim" to which this Coverage Part applies, except to the extent described in paragraph 6. of this Section.
- 6. If the Supplemental Extended Reporting Period is in effect, we will provide the separate aggregate limit of insurance described below, but only for "claims" first received and recorded during the Supplemental Extended Reporting Period.

The separate aggregate limit of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period.

Paragraph 2. of **SECTION III - LIMITS OF INSURANCE** will be amended accordingly.

SECTION VI - DEFINITIONS

As used in this coverage part:

- 1. "Administration" means:
 - a. Giving counsel to your employees or their dependents and beneficiaries, with respect to interpreting the scope of your "employee benefits program" or their eligibility to participate in such programs; and
 - b. Handling records in connection with "employee benefits program".
- "Advertisement" means a dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
 - (2) Television;
 - (3) Billboard;
 - (4) Magazine;
 - (5) Newspaper; or
- **b.** Any other publication that is given widespread public distribution.

However, "advertisement" does not include the design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products.

- 3. "Advertising idea" means any idea for an "advertisement".
- "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.
- 5. "Claim" means a written demand received by any insured for "damages" alleging "employee benefits injury", including the institution of a "suit" for such "damages" against any insured.
- 6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the "employee benefits injury" does not occur in the course of travel or transportation to or from any place not included in **a.** above.
- 7. "Damages" include prejudgment interest awarded against the insured on that part of the judgment we pay. "Damages" do not include:
 - 1. Fines;
 - 2. Penalties; or
 - 3. Damages for which insurance is prohibited by the law applicable to the construction of this Coverage Part.
- 8. "Employee" includes a "leased worker" which is not covered under a labor leasing firm's "employee benefits program". "Employee" does not include a "temporary worker".
- 9. "Employee benefits injury" means injury that arises out of any negligent act, error or omission in the "administration" of your "employee benefits programs".
- 10. "Employee benefits program" means a formal program or programs of employee benefits maintained in connection with your business or operation, such as but not limited to:

- a. Group life insurance, group accident or health insurance, profit sharing plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such insurance or plans; and
- Unemployment insurance, social security benefits, workers' compensation and disability benefits.
- 11. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 12. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.

 "Leased worker" does not include a "temporary worker".
- 13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication of material that violates a person's right of privacy.
 - f. Copying, in your "advertisement", a person's or organization's "advertising ideas" or style of "advertisement" or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 15. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the The comoccurrence that caused it documents in its

business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

- 15. "Suit" means a civil proceeding in which damage because of "employee benefits injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
- 16. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

COMMERCIAL GENERAL LIABILITY



QUICK REFERENCE EMPLOYEE BENEFITS LIABILITY COVERAGE PART CLAIMS MADE

READ YOUR POLICY CAREFULLY

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ENDORSEMENTS

These form numbers are shown on the Coverage Part - Declarations Page or on the Common Policy Declarations Page.

The company located these documents in its business records. At this time, the company does not certify that these documents constitute a complete and accurate copy of the policy.

Form HC 70 11 02 86 Printed in U.S.A. (NS)